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Attorney Docket No.: 107415-0003-101

STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: Molecular Templates, Inc.

Application No.: 10/598,965 Filing Date: February 26, 2007 (Conf. No. 2679)

Entitled: LIBRARY OF TOXIN MUTANTS, AND METHODS OF USING SAME

Molecular Templates, Inc. a Corporation  
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1.  the assignee of the entire right, title, and interest; or
2.  an assignee of less than the entire right, title and interest  
(The extent (by percentage) of its ownership interest is \_\_\_\_\_ %)

In the patent application/patent identified above by virtue of either:

A.  An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel/Frame \_\_\_\_\_, or for which a copy thereof is attached.

OR

B.  A chain of title from the inventor(s) of the patent application/patent identified above, to the current assignee as follows:

1. From: Xin Wei To: University Health Networks

The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

2. From: Jean Gariepy To: University Health Networks

The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

3. From: University Health Network To: Molecular Templates, Inc.

The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached. Additional documents in the chain of title are listed on a supplemental sheet. As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

  
2/21/09Signature  
Eric E. PomaDate  
512-930-0304

Printed or Typed Name

Telephone Number

CEO and President, Molecular Templates, Inc.

Title

**STATEMENT UNDER 37 CFR 3.73(b)**

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Entitled: LIBRARY OF TOXIN MUTANTS AND METHODS OF USING SAME

*Additional documents in the chain of title:*

4. From: Molecular Templates, Inc. To: D5 Pharma, Inc.  
The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.
5. From: D5 Pharma, Inc. To: Molecular Templates, Inc.  
The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

ASSIGNMENT

WHEREAS, Xin Wei and Jean Gariepy, whose complete are 222 Williamson Rd, Markham, ON Canada, L6B 1R9 and 29 Elmsthorpe Ave, Toronto ON, M5P 2L5 Canada, respectively, have made an invention entitled LIBRARY OF TOXIN MUTANTS AND METHODS OF USING SAME which is the subject of International patent application PCT/CA2004/000443 filed March 26, 2004;

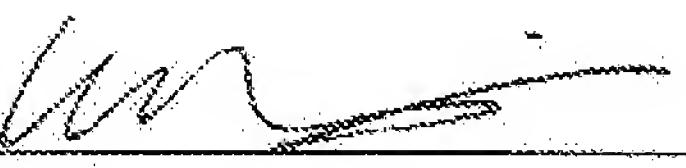
AND WHEREAS, XIN WEI was a post-doctoral fellow of the UNIVERSITY HEALTH NETWORKS, whose full office address is whose full office address is 190 Elizabeth Street, R. Fraser Elliott Building – Room 1S-417, at the time of invention, and as such, under the UNIVERSITY HEALTH NETWORKS inventorship policy, UNIVERSITY HEALTH NETWORKS has acquired from Xin Wei, effective retroactively to the earliest date of invention, the whole of his respective right, title and interest in and to the invention for all countries, and in and to their interest in any Letters Patent of any country, that may be obtained therefor;

NOW THEREFORE, for the sum of One Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Xin Wei has sold, assigned and transferred and by these presents does hereby sell, assign and transfer to UNIVERSITY HEALTH NETWORKS, its successors and assigns, his whole right title and interest for all countries, in and to the invention as fully set forth and described in said International patent application, and in and to any Letters Patent of any country that may be obtained therefor;

AND Xin Wei does hereby covenant and agree for themselves, their heirs, executors and assigns to do all such things and to execute without further consideration such further assurances, applications, and other instruments as may reasonably be required to obtain Letters Patent for the said invention and for additions and modifications thereto in any and all countries, and vest title thereto in UNIVERSITY HEALTH NETWORKS, its successors, assigns and legal representatives or nominees;

AND Xin Wei does hereby make this assignment in respect of his or her interest in the invention and aforementioned applications independently of any assignment of any other inventor or assignor;

AND the Assignor and the Assignees grant to Ridout & Maybee LLP the power to insert on this assignment any further indication which may be necessary to comply with the requirements of the Patent Office for its recordal in respect of said patent applications;

  
XIN WEI

Feb , 12, 2009

Date

Witnessed by:

  
\_\_\_\_\_  
Name: Cheryl Adams

A S S I G N M E N T

WHEREAS, Xin Wei and JEAN GARIEPY, whose complete addresses are 222 Williamson Rd, Markham, ON Canada, L6E 1R9 and 29 Elmsthorpe Ave, Toronto ON, M5P 2L5 Canada, respectively, have made an invention entitled **LIBRARY OF TOXIN MUTANTS AND METHODS OF USING SAME** which is the subject of International patent application PCT/CA2004/000443 filed March 26, 2004;

AND WHEREAS, UNIVERSITY HEALTH NETWORKS, whose full office address is 190 Elizabeth Street, R. Fraser Elliott Building ~ Room 1S-417, Toronto, Ontario, M5G 2C4 Canada, was the employer of Jean Gariepy at the time of invention, and has acquired from Jean Gariepy, effective retroactively to the earliest date of invention, the whole of his respective right, title and interest in and to the invention for all countries, and in and to his interest in any Letters Patent of any country, that may be obtained therefor;

NOW THEREFORE, for the sum of One Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Jean Gariepy has sold, assigned and transferred and by these presents does hereby sell, assign and transfer to UNIVERSITY HEALTH NETWORKS, its successors and assigns, his whole right title and interest for all countries, in and to the invention as fully set forth and described in said International patent application, and in and to any Letters Patent of any country that may be obtained therefor;

AND Jean Gariepy does hereby covenant and agree for themselves, their heirs, executors and assigns to do all such things and to execute without further consideration such further assurances, applications, and other instruments as may reasonably be required to obtain Letters Patent for the said invention and for additions and modifications thereto in any and all countries, and vest title thereto in UNIVERSITY HEALTH NETWORKS, its successors, assigns and legal representatives or nominees;

AND Jean Gariépy does hereby make this assignment in respect of his or her interest in the invention and aforementioned applications independently of any assignment of any other inventor or assignor;

AND the Assignor and the Assignees grant to Ridout & Maybee LLP the power to insert on this assignment any further indication which may be necessary to comply with the requirements of the Patent Office for its recordal in respect of said patent applications;

Jean Gariépy

JEAN GARIÉPY

Feb. 10. 2009

Date

Witnessed by:

ERIC HUANG

Name:

## INTELLECTUAL PROPERTY TRANSFER AGREEMENT

This Intellectual Property Transfer Agreement (the "Agreement") is made as of the 23<sup>rd</sup> day of February 2009 (the "Effective Date") by and between the following Parties:

UNIVERSITY HEALTH NETWORK an Ontario corporation incorporated by special statute under the *University Health Network Act, 1997*, having a principal office at 190 Elizabeth Street, R. Fraser Bldg. – Room 1S-417, Toronto, Ontario M5G 2C4 (hereinafter referred to as "UHN" or "Assignor")

-AND-

MOLCULAR TEMPLATES, INC. having a principal place of business at 101 College Street, Suite 140, Toronto, Ontario, M5G 1L7 (hereinafter referred to as "MTI" or "Assignee")

Assignor and Assignee are collectively referred to herein as the "Parties" and individually as a "Party."

### BACKGROUND:

WHEREAS, UHN owns the Technology (as defined herein) relating to Shiga Toxin variants.

AND WHEREAS, UHN desires to assign its rights in the Technology and MTI desires to obtain said rights to the Technology.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration for the mutual promises, representations, covenants and agreements of the Parties contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### ARTICLE 1 - INTERPRETATION

- 1.1. **Defined Terms.** For the purposes of this Agreement, unless the context otherwise requires, the following terms shall have the respective meanings set out below and grammatical variations of such terms shall have corresponding meanings:

REDACTED

REDACTED

(f) "Intellectual Property Rights" means any rights in and to the Patents as of the Effective Date;

**REDACTED**

- (l) "Parties" means UHN and MTI, collectively, and "Party" means each individually;
- (m) "Patents" mean all patents and applications listed in Schedule A, all patent applications that claim priority from the same application(s) that such patents or applications claim priority, including any continuations, continuations-in-part, divisions, or any substitute applications; any patent issued with respect to any such patent applications; any reissue,

reexamination, renewal or extension (including any supplemental protection certificate) of any such patent or application; any confirmation patent, registration patent or patent of addition based on any such patent; and all foreign counterparts of any of the foregoing, or, as applicable, portions thereof or individual claims therein.

REDACTED

- (i) "Technology" means all subject matter described in the Patents listed in Schedule "A", any materials pertaining to said subject matter in the possession of MTI as on the Effective Date, and all Intellectual Property Rights related to or arising therefrom;

REDACTED

REDACTED

1.7. **Schedules.** The following Schedules are annexed to and form part of this Agreement:

Schedule A – Patents

## ARTICLE 2 - GRANT OF RIGHTS

2.1. **Assignment of Technology.** Subject to the terms and conditions of this Agreement, Assignor hereby assigns and transfers to Assignee, its successors and assigns, all rights, title, and interests in and to the Technology, and all rights and privileges related thereto, including without limitation to manufacture, have manufactured, offer for sale, sell or have sold, import, export and use the Technology, and to produce and reproduce work in the Technology or any substantial part thereof in the Territory; to enforce the Intellectual Property Rights and to retain all revenues received from others for past, present and future acts of infringement or misappropriation of said Intellectual Property Rights.

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

**REDACTED**

REDACTED

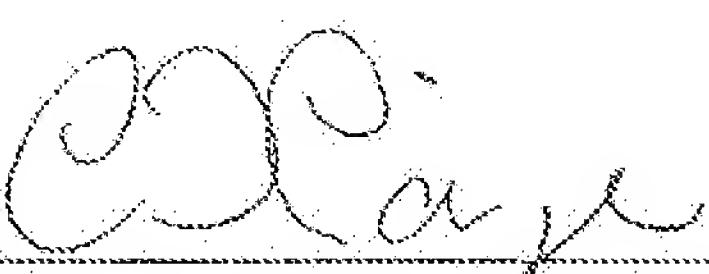
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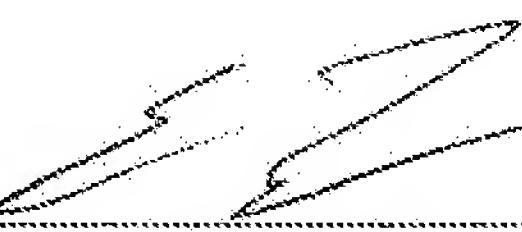
REDACTED

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

UNIVERSITY HEALTH NETWORK

Per:   
Name: Dr. Christopher Paige  
Title: Vice President Research

MOLECULAR TEMPLATES, INC.

Per:   
Name: Dr. Eric Poma  
Title: President

SCHEDULE A  
(Technology)

1. PCT patent application PCT/CA1998/01137 (WO1999/40185) entitled "Cytotoxic Heteromeric Protein Combinatorial Libraries";
2. PCT patent application PCT/CA2004/000443 (WO2005/092917) entitled "Library of Toxin Mutants, and Methods of Using Same;
3. PCT patent application PCT/CA2006/001581 (WO2007/033497) entitled "Library from Toxin Mutants, and Methods of Using Same;
4. All applications that may be filed based on the foregoing, including without limitation all divisional, continuation or continuation-in-part applications claiming priority to any of the foregoing, and all applications corresponding to the foregoing filed in any country worldwide;
5. All issued and unexpired patents resulting from any of the applications described above; and,
6. All issued and unexpired reissues, reexaminations, renewals or extensions that may be based on any of the patents or applications described above.

REDACTED

REDACTED

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is entered into as of March       , 2009 by and between D5 Pharma, Inc., a Delaware corporation ("Buyer"), and Molecular Templates, Inc., a company organized under the laws of Canada ("Seller," and, together with Buyer, the "Parties").

### RECITALS

A. Upon the terms and subject conditions of this Agreement, Seller wishes to sell to Buyer all of the assets of Seller that relate to or are or were used in, or that have been under development for use in, the conduct of Seller's business and to transfer to Buyer certain specified obligations of Seller.

B. Upon the terms and subject to the conditions of this Agreement, Buyer wishes to acquire such assets and to assume such obligations.

C. The Parties intend, by executing this Agreement, that the transactions contemplated by this Agreement (i) constitute a "reorganization" within the meaning of Section 368(a)(1)(C) of the Code, and this Agreement constitutes a "plan of reorganization" within the meaning of Sections 1.368-2(g) and 1.368-3(a) of the Treasury Regulations promulgated under Section 368 of the Code; and (ii) qualify as a tax-free exchange within the meaning of Section 351 of the Code.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

### ARTICLE I

#### DEFINITIONS

##### 1.1 Certain Definitions

. For purposes of this Agreement, the term:

REDACTED

REDACTED

(d) *"Intellectual Property Rights"* means any or all of the following and all rights in, arising out of, or associated therewith: (i) all United States and foreign patents and utility models and applications therefor and all reissues, divisions, reexaminations, renewals, extensions, provisionals, continuations and continuations-in-part thereof, and equivalent or similar rights anywhere in the world in inventions and discoveries including without limitation invention disclosures ("Patents"); (ii) all trade secrets and other rights in know-how and confidential or proprietary information; (iii) all copyrights, copyrights registrations and applications therefor and all other rights corresponding thereto throughout the world ("Copyrights"); (iv) all industrial designs and any registrations and applications therefor throughout the world; (v) all World Wide Web addresses and domain names and applications and registrations therefor, all trade names, logos, common law trademarks and service marks, trademark and service mark registrations and applications therefor and all goodwill associated therewith throughout the world ("Trademarks"); and (vi) any similar, corresponding or equivalent rights to any of the foregoing anywhere in the world.

(g) *"Registered Intellectual Property Rights"* means all United States, international and foreign: (i) Patents, including applications therefor; (ii) registered Trademarks, applications to register Trademarks, including intent-to-use applications, or other registrations or applications related to Trademarks; (iii) Copyrights registrations and applications to register Copyrights; (iv) Mask Work registrations and applications to register Mask Works; and (v) any other Technology that is the subject of an application, certificate, filing, registration or other document issued by, filed with, or recorded by, any state, government or other public legal authority at any time.

(h) *"Seller Intellectual Property"* means any and all Technology and any and all Intellectual Property Rights, including without limitation Seller's Registered Intellectual Property Rights, that (i) is or are owned (in whole or in part) by or exclusively licensed to Seller, or (ii) is or are claimed to be owned (in whole or in part) by or exclusively licensed to, Seller.

REDACTED

REDACTED

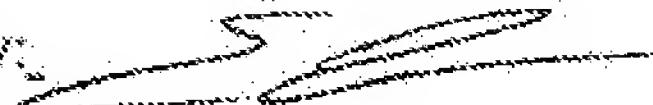
① “*Technology*” means all information and Intellectual Property Rights related to, constituting or disclosing, and all tangible or intangible copies and embodiments in any media of, technology, including all know-how, show-how, techniques, trade secrets, inventions and discoveries (whether or not patented or patentable), algorithms, routines, software, files, databases, works of authorship or processes,

REDACTED

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

BUYER:

D5 PHARMA, INC.,  
a Delaware corporation

By: 

Eric Poma,  
President & Chief Executive Officer

SELLER:

MOLECULAR TEMPLATES, INC.,  
a Canadian company

By: 

Eric Poma,  
Chief Executive Officer

# Delaware

PAGE 1

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "D5 PHARMA, INC.", CHANGING ITS NAME FROM "D5 PHARMA, INC." TO "MOLECULAR TEMPLATES, INC.", FILED IN THIS OFFICE ON THE FOURTEENTH DAY OF APRIL, A.D. 2009, AT 11:57 O'CLOCK A.M.

4657282 8100

090760098



You may verify this certificate online  
at [corp.delaware.gov/authyer.shtml](http://corp.delaware.gov/authyer.shtml)

*MSB*  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 7461920

DATE: 08-06-09

CERTIFICATE OF AMENDMENT TO AMENDED AND RESTATED  
CERTIFICATE OF INCORPORATION OF  
DS PHARMA, INC.

---

DS Pharma, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), hereby certifies as follows:

1. That Article I of the Corporation's Amended and Restated Certificate of Incorporation which currently reads:

"The name of this corporation is DS Pharma, Inc."

is amended in its entirety to read as follows:

"The name of this corporation is Molecular Templates, Inc."

2. This Certificate of Amendment of the Corporation's Amended and Restated Certificate of Incorporation has been duly approved by the Corporation's Board of Directors in accordance with Section 242 of the Delaware General Corporation Law.

3. This Certificate of Amendment of the Corporation's Amended and Restated Certificate of Incorporation has been duly approved by the required vote of stockholders in accordance with Section 228 of the Delaware General Corporation Law.

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Amendment to be signed by its President and Chief Executive Officer, this 13<sup>th</sup> day of April, 2009.

D5 Pharma, Inc.

By: /s/ Eric Poma

Eric Poma, President and Chief Executive Officer